

**SHORT TERM PERMIT****OWNER:**

Franklin-Clarkson Timber Co, LLC  
PO Box 579  
Junction City, OR 97448

**PERMITTEE:**

Forest Service  
4431 Highway 20  
Sweet Home, OR 97386  
c/o Mike Norman 928-245-2584

**RECITALS**

Owner has agreed to allow Permittee to enter the real property located in Township 16 South, Range 4 East, Section 36 and Township 17 South, Range 4 East, Sections 1, 12 and access roads (the Premises) as shown on the attach map for the purpose of installing, operating, maintaining, and removing a temporary radio repeater (the “**Allowed Use**”) for a period commencing on August 21, 2018 and expiring on October 31, 2018 (the “**Term**”), subject to the terms and conditions set forth herein and as shown on the attached Exhibit A.

Permittee is paying Owner \$00.00 dollars for the use of the Premises. Owner is willing to grant permission to use the Premises solely in consideration of and in reliance upon the provisions of this Permit that assure Owner that Owner will not have any liability related to Permittee’s use of the Premises and that Permittee will fully indemnify Owner regarding any claim related to such use, subject only to limitations in the Oregon tort claims laws.

**AGREEMENT**

1. **Grant of Permit.** Owner grants permission to Permittee to use the Premises on the terms set forth in this Permit. Owner, in its sole discretion, may revoke the permission granted by this Permit at any time.
2. **Use of Premises.** The Premises will be used solely in connection with the Allowed Use described above and for no other purpose whatsoever. Permittee will comply with all legal requirements affecting Permittee’s use of the Premises including, but not limited to, State of Oregon requirements to have on hand all required fire tools and equipment. Permittee will obtain all permits, certificates and other approvals required by law in connection with its use of the Premises. Permittee will not commit or suffer any waste upon or about the Premises. Camping and campfires are not allowed nor is smoking outside of vehicles. Permittee is responsible for all of its agents, guests, invitees or licensees (collectively, “**Permittee Parties**”) and will ensure that they do not do anything that Permittee is not allowed to do. Any act or omission of any such person will be attributed to Permittee and Permittee will be fully liable to Owner regarding the same.
3. **Release of Liability.** By signing this Permit, Permittee waives any rights to sue Owner, or the Protected Parties (defined below) for any injury to Permittee or any Permittee Parties, including death, or for loss or damage to Permittee’s property, and shall reimburse Owner for any costs or expenses (including attorney’s fees) arising out of loss of or damage to the property of Owner, Protected Parties, or any other party, or arising out of personal injury to any person (including death), if such property damage or personal injury was caused, in whole or in part, by any act of Permittee on the Premises. As a material part of the

consideration to Owner, Permittee assumes all risk of damage to property, injury and/or death to persons in or about the Premises from any cause whatsoever, including the negligence of Owner and/or of any Protected Parties and waives all claims against Owner and Protected Parties on account of the same. Permittee will take all safety measures necessary to ensure the safety of all persons using of the Premises.

4. ~~**Indemnity.** Notwithstanding any negligence of Owner and/or any other Protected Party, Permittee will save, protect, defend, indemnify and hold harmless Owner, Campbell Global, LLC, and their officers, members, agents, managers, employees, and representatives (collectively, the “Protected Parties”) for, from and against any and all causes of action and claims (and all related liabilities, costs, and attorneys’ fees) arising from or related to (a) the grant of this Permit, (b) any breach of any provision hereof by Permittee or any Permittee Parties, and (c) Permittee’s use of the Premises or anything done, permitted, suffered or omitted by Permittee or any of the Permittee Parties on or about the Premises, subject to limitations in the federal tort claims laws.~~

5. **Waiver.** To the full extent allowed by law, Permittee waives any defense against or limitation upon its liability to Owner created by law and/or by the indemnification or other provisions of this Permit.

6. **Default by Permittee.** Time is of the essence hereof. Permittee will be in default of this Permit if Permittee fails to perform any obligation under this Permit as and when due. In the event of a default, Owner will have, in addition to all rights and remedies allowed by law, the right to terminate this Permit immediately and terminate Permittee’s right to use the Premises.

7. ~~**Insurance.** Permittee will maintain in full force and effect Commercial General Liability Insurance on an occurrence basis with a minimum limit of \$1,000,000 combined single limit, and automobile liability insurance covering owned, hired and non-owned vehicles of not less than \$1,000,000. Policies will name Owner and the other Protected Parties as additional insureds. Such insurance must insure Permittee’s indemnity obligations under this Permit. Such insurance will insure Owner and the other Protected Parties regardless of whether a claim is also made against Permittee and regardless of whether Permittee has any liability with respect to such claim. All insurance must contain a complete waiver of subrogation in favor of Owner and the other Protected Parties. A certificate of all such insurance must be delivered to Owner prior to Permittee or any of the Permittee Parties entering the Premises. Any insurance maintained by Owner will apply in excess of, and not contribute with, insurance provided by Permittee under this Permit. Permittee is self-insured in accordance with provisions of federal law.~~

8. **Limitation of Liability.** Notwithstanding any alleged or actual negligence or other misconduct by Owner, Owner will not be liable for injury or damage to the person or property of Permittee, Permittee’s agents, guests, or any other person on or about the Premises. For purposes of this Section, the term “Owner” means and includes the Owner named below and the other Protected Parties. All limitation of liability, release and indemnity provisions in this Permit in favor of Owner will apply notwithstanding any actual or alleged negligence or other wrongdoing of Owner.


9. **WARNING! DANGEROUS CONDITIONS!** Permittee is cautioned that the Premises are being used for the production of timber, including but not limited to logging, road building, trucks, heavy equipment, burning, aerial and ground application of pesticides & fertilizers, etc. and for oil and gas drilling purposes. Owner makes no representation or warranty as to the condition, fitness, safety or suitability of the Premises for any recreational or hunting use. Permittee is also warned that Owner’s use is not exclusive and that there may be other recreational Permittees on the Premises.

[Signatures on the following page.]

Owner and Permittee have executed this Permit as of the date written above.

**OWNER:****Franklin-Clarkson Timber Co, LLC****By:** Campbell Global, LLC**Its:** Authorized Agent**PERMITTEE:**

U. S. Department of Agriculture - Forest Service

**By:** \_\_\_\_\_**Name:** Jim A. Hunt**Title:** Area Manager**By:**  \_\_\_\_\_**Name:** Darren Cross**Title:** District Ranger

## EXHIBIT A

The following terms and conditions apply to this Permit:

1. Fire Season restriction including, but not limited to, having fire tools and equipment on hand while traveling or working in a forest zone on the Premises
2. Do not park vehicles over brush or tall grasses where hot components such as brakes, mufflers, catalytic converters, etc., will come in contact with flammable materials
3. Overnight camping is not allowed. Campfires are not allowed. Smoking outside of vehicles is not allowed.
4. This is a "pack-in and pack-out" Permit and Permittee will remove all manmade materials brought onto the Premises by Permittee including, but not limited to glass, plastic, metal, and paper products
5. Permittee will obtain all permits and licenses require by law
6. Report all suspected trespassers or illegal activities to Owner and the appropriate law enforcement authorities. Do not make contact with such trespassers or other parties suspected of illegal activities.
7. Do not block gates or the traveled roadway with vehicles or equipment
8. Report all spills of hazardous materials or hazardous substances as defined by law
9. Permittee will not damage trees, roads, culverts, ditches, gates or other property of Owner
10. Owner may suspend the rights granted under this Permit when the forests are closed by lawful authority or when Owner determines conditions warrant suspension of use. Any such suspension will not be used to extend the Term of this Permit.
11. Owner reserves the right to enter the Premises at any time and for any purpose and expressly reserves the right to grant permits to third parties for such purposes and upon such terms and conditions as determined by Owner.